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9 **IN THE UNITED STATES DISTRICT COURT**
10 **FOR THE SOUTHERN DISTRICT OF NEW YORK**

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Frank Liu Plaintiff, vs. The Nielsen Company (US) LLC and TNC US HOLDINGS Defendants.	Case #1:22-cv-09084-JHR-OTW Motion Requesting Settlement Conference
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Motion Requesting Settlement Conference

2 Plaintiff respectfully requests that this Court schedule a settlement conference to try to
3 assist parties to find a resolution to the lawsuit because in ECF 128, Defendants' allege that,
4 they are willing to engage in good faith settlement discussions. Here is an excerpt of what
5 Defendants wrote in ECF 128:

In truth, Defendants have been and remain willing to engage Plaintiff in good faith, including in settlement discussions. However, such discussions have consistently proven difficult. It is Defendants' view that the prospects of an amicable resolution will be improved considerably by appointment of *pro bono* counsel. Further discussions involving an attorney representing Plaintiff may resolve this matter and render unnecessary any further costs (discovery-related and otherwise) on Defendants and this Court.

If the Court believes Defendants at their own words, then perhaps ordering another settlement conference to take place might be a good idea. After all, federal courts strongly encourage settlement conferences as a means of promoting judicial efficiency and resolving disputes without the need for trial. See *In re Atlantic Pipe Corp.*, 304 F.3d 135, 145 (1st Cir. 2002) (noting that “settlement conferences are a valuable tool for resolving disputes and conserving judicial resources”). Furthermore, Plaintiff believes Rule 16(a)(5) of the Federal Rules of Civil Procedure authorizes courts to direct the parties to participate in settlement conferences.

Plaintiff is willing to settle his lawsuit for an amount that is fair and at least takes into consideration some of the damages Nielsen has caused Plaintiff. Should the amount offered and the terms of the settlement be fair and does not try to silence Plaintiff through the use of confidentiality provisions (eg. perhaps a fair settlement in exchange for Release of All Claims), then Plaintiff believes a resolution can be amicably reached, leading to the termination of the lawsuit, so Liu can try to move on with what's left of his life.

27 It appears Defendants believe since Liu is pro se and does not have a lawyer, settling
28 the lawsuit is “difficult.” There is no law that requires a victim in an employment

1 discrimination lawsuit to have to give up their First Amendment rights and agree to any of
2 Nielsen's confidentiality provision(s). However, since Liu would like to resolve the lawsuit
3 and it appears Nielsen Defendants are suggesting they want to resolve the lawsuit, too,
4 perhaps a court ordered settlement conference may be beneficial to both Plaintiff and
5 Defendants to see if parties can reach an amiable resolution with the Court's assistance,
6 now that Defendants' Motion to Dismiss Liu's Amended Complaint has been decided
7 upon.

8 Courts have consistently held that settlement conferences are particularly appropriate
9 in cases where the parties have demonstrated a willingness to negotiate but have been
10 unable to reach an agreement. See *Williams v. First Nat'l Bank*, 216 F.3d 1089, 1090 (D.C.
11 Cir. 2000) (affirming the district court's authority to order a settlement conference to
12 encourage resolution of the dispute).

13 Although, Liu does not currently have a lawyer, there is no guarantee a volunteer
14 "pro bono" lawyer will agree to represent Liu. As per ECF 129, discovery is stayed in the
15 case until March 7, 2025 and could potentially be extended further. Because the Court is in
16 essence, pausing the lawsuit from moving forward to discovery, Plaintiff believes during the
17 time parties wait to see if a volunteer "pro bono" lawyer will agree to represent Plaintiff, a
18 good use of the time could be to conduct a settlement conference to try to resolve the
19 lawsuit altogether. Furthermore, if the case is indefinitely paused for a long time due to no
20 "pro bono" lawyer deciding to represent Plaintiff, then Liu does reserve the right to decline
21 the idea of "pro bono" representation in the future, and move forward pro se once it is clear
22 that waiting for a "pro bono" lawyer would likely be fruitless. While a corporation (an
23 entity that does not physically age or feel pain), or their lawyers (people who are paid to
24 represent their clients), may think that there is no prejudice when a lawsuit is pending for an
25 indefinite amount of time, they aren't looking at things from a plaintiff's perspective and
26 the emotional pain it causes. If there is a chance conducting another settlement conference
27 could resolve this lawsuit, then perhaps it may be a good idea for the Court to consider it.

This lawsuit has moved forward since the last time settlement conference calls with
e Wang took place. Since then, Defendants filed their motion to dismiss Liu's
nded Complaint and the motion to dismiss has already been fully decided upon after
ct Judge Rearden issued her ruling in ECF 125 adopting Judge Wang's Report and
mmendation. Since it has been over a year since the last time the Court ordered and
ucted a settlement conference for this lawsuit, then perhaps it may be a good idea to
another one now that the motion to dismiss has been fully decided upon because it
urs Defendants are "willing to engage Plaintiff in good faith, including in settlement
ssions" according to Defendants' ECF 128 filing.

Parties now have the clarity that Plaintiff's count 1-3 claims have survived the motion to dismiss phase. Since Defendants previously believed they would get the entire suit dismissed, and that hasn't happened, it's possible Nielsen may be willing to resolve this suit more fairly than before. For the reasons provided in this motion, Plaintiff respectfully requests that this Court grant this Motion and schedule a settlement conference at the Court's earliest convenience.

Respectfully submitted,

Frank Linn

Dated 2/13/2025

Frank Liu

Pro Se Plaintiff